

3-0665

Contract no. 301

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AGREEMENT

BETWEEN

Hackensack, City of
CITY OF HACKENSACK



LIBRARY
INSTITUTE OF MANAGEMENT
AND LABOR RELATIONS

JAN 31 1989

RUZGERS UNIVERSITY

AND

HACKENSACK IAFF

LOCAL 2081A, A.F.L. - C.I.O.

EMERGENCY MEDICAL TECHNICIANS

X JANUARY 1, 1988, THROUGH DECEMBER 31, 1991

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PREAMBLE

THIS AGREEMENT entered into this *23* day of *December*, 1988,
by and between the City of Hackensack, New Jersey, hereinafter
referred to as the "City", and the HACKENSACK EMERGENCY MEDICAL
TECHNICIANS, IAFF, LOCAL NO. 2081A, A.F.L.-C.I.O., hereinafter
referred to as the "Union".

ARTICLE I - GENERAL/PUBLIC EMPLOYEES

1.1 General

In order to increase general efficiency within the Fire Department, and specifically the Emergency Medical Technicians' Unit; to maintain the existing harmonious relationship between the City and its employees and to promote the morale, rights, well-being, and sincerity of the Department, the City and the Union hereby agree as follows:

1.2 Public Employees

The Union and the individual members of the Union are to regard themselves as public employees and are to be governed by the highest ideals of honor and integrity in all their public and personal conduct in order that they may merit the respect and confidence of the general public.

ARTICLE II - RECOGNITION

2.1 The City of Hackensack hereby recognizes the Hackensack IAFF, Local 2081A, A.F.L. - C.I.O., as the sole and exclusive representative of all Emergency Medical Technicians employed by the City excluding fire fighters, police officers, office clericals, supervisors within the meaning of the Act, managerial executives, confidential employees and all other employees.

ARTICLE III - PROBATION PERIOD

3.1 All employees shall serve a probationary period of twelve (12) months and shall have no seniority rights during this period but shall be subject to all other clauses of this Agreement. All employees who have successfully completed the probationary period shall be certified as permanent employees upon certification by N.J. Civil Service. The probationary period shall be considered part of the seniority time.

ARTICLE IV - SENIORITY LIST

4.1 The City will supply a list as certified by Civil Service regarding appointments only. The list is not to be used as a seniority list.

ARTICLE 5 - VACANCIES AND PROMOTIONS

5.1 All vacancies, when they occur, shall be dealt with according to the Rules of Civil Service.

ARTICLE 6 - SALARIES

6.1 The base salaries for employees covered by this Agreement shall be as set forth in Appendix A.

6.2 The Fire Chief may assign one (1) E.M.T. to act as "Squad Leader" who shall be assigned various additional duties, responsibilities and functions relative to the activities of E.M.T. unit. The assignment or replacement of the "Squad Leader" at any time shall be at the sole discretion of the Fire Chief.

The "Squad Leader" shall receive an annual stipend of \$700 payable in December and pro-rated based upon the number of full months so assigned.

ARTICLE VII - LONGEVITY

7.1 In addition to the salary ranges indicated, each employee will receive longevity pay of one (1%) percent for each two (2) years of service, computed on the amount of the base salary of the employee at the time he becomes eligible for such longevity payment. In order to qualify for such longevity pay, the employee must have earned two (2) years service credit on or before January 4, March 31, June 30, or September 30, in order to receive the added one (1%) percent longevity pay for the ensuing quarters. Whenever an employee receives an increase in salary during the year as a result of a change in base salary for promotion, increment, wage increase or new position, the employee will receive a longevity increase on the new base salary at the same percentage as heretofore received on the prior base salary. Additional compensation of any nature, including overtime, will not be considered in computing longevity payments. Longevity payments will be computed from the time the employee first became employed on a full time basis by the City. Leaves of absence without pay, with the exception of employees on official leave of absence due to military duty, will not be considered in determining the length of service.

7.2 All unit members hired after *July 7,* 1986, (effective date of 1985-87 contract execution) will receive 2% longevity pay for every four (4) years of service. The longevity pay for unit members hired before *July 7,* 1986, will remain as set forth in Article 7.1. There will be no maximum limitation on longevity pay for any unit member, regardless of hiring date.

ARTICLE 8 - UNIFORMS



8.1 Each member shall be responsible to provide and maintain his/her own work uniforms which shall comply with departmental specifications which have been recommended by the members and approved by the Fire Chief.

8.2 Each member shall be entitled to a uniform allowance of One Hundred Fifty Dollars (\$150) which allowance shall be paid in the month of December, pro rata upon the number of full months of employment in that calendar year.

8.3 If a member dies while actively employed, his estate shall receive payment for his pro rata earned uniform allowance.

8.4 The prescribed uniform or any part thereof shall not be worn while off duty except for ceremonial purposes.

ARTICLE 9 - EDUCATION

9.1 Possession of a valid New Jersey E.M.T. Certification and a valid New Jersey drivers license is a requirement of employment.

9.2 Each member of the bargaining unit must successfully complete all New Jersey State required courses and/or refresher courses necessary to maintain and continue his/her State Certification as E.M.T.

9.3 Failure to maintain and continue the certification requirements for State Certification as an E.M.T. and a New Jersey drivers license will be interpreted and accepted as a voluntary resignation of employment, except where reasons beyond the control of the employee exist.

9.3(a) If such reasons exist, the employee will not be permitted to work as an E.M.T. until certification requirements are met in full. Such employee shall be considered on Leave of Absence without pay for a period not to exceed two months. If full certification has not been obtained within the two month period, said employee will be considered to have voluntarily resigned.

9.4 The City shall not be responsible for notificaiotn to the members of his/her impending recertification or class scheduling but shall make reasonable schedule changes, at the member's request, to assist the members regarding class attendance.

9.5 The City shall reimburse each E.M.T. for his/her cost of tuition and books required for E.M.T. recertification once each three (3) years. The Fire Chief shall approve this reimbursement upon receiving verification of these expenses from the e.M.T. and after recertification has been received or validated.

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ARTICLE X - HOURS OF DUTY

10.1 The hours of duty shall be established by the City so that the average weekly hours of duty over an eight (8) week cycle shall not exceed forty-two (42) hours, exclusive of hours during which such members may be summoned and kept on duty because of an emergency.

ARTICLE XI - VACATIONS

11.1 The City hereby agrees to provide a paid vacation in accordance with the following schedule:

<u>Years of Service</u>	<u>Vacation Days Earned</u>
1 - 4	16 calendar days plus 1 work day
5 - 9	17 calendar days plus 1 work day
10 - 19	22 calendar days plus 2 work days
20+	28 calendar days plus 3 work days

11.2 Current practices of the City with respect to the scheduling of vacation days shall be continued for the duration of this Agreement as shown. Split vacations are subject to the Fire Chief's review.

11.3 If a member of the unit dies while actively employed, his estate shall receive payment for his pro rata earned vacation benefit as outlined above.

ARTICLE XII - PAID HOLIDAYS

12.1 The City agrees to pay each member a total of double time for all recognized holidays worked.

12.2 For the purposes of 12.1 the City recognized the following holidays:

New Year's Day	Labor Day
Lincoln's Birthday	Columbus Day
Washington's Birthday	Veterans' Day
Good Friday	General Election (Nov.)
Memorial Day	Thanksgiving Day
Independence Day	Christmas Day

ARTICLE XIII - INJURY LEAVE

13.1 Whenever an employee subject to this Contract is incapacitated from duty because of an injury or ailment sustained or incurred in the performance of his duty, he shall be entitled to injury leave with full pay, at the rate of pay in existence at the time of his injury, for a maximum of one year commencing with the date of such injury, or until such time as he has been accepted for retirement by the Public Employees Retirement Pension system. Any payments of temporary disability insurance by the City or its Workmens' Compensation Insurance Carrier shall be credited toward the full pay set forth above. If illness continues beyond one (1) year, he shall be paid on the basis of his accumulated sick leave.

13.2 Injury leave shall be granted provided the employee:

- a) Presents evidence that he is unable to work, in the form of a certificate from a reputable physician forwarded to the Fire Chief within forty-eight (48) hours of the injury.
- b) Reports when requested, for an examination by a physician appointed by the City.

13.3 An employee on injury leave, must be available to be contacted during the hours which constitute his normal daily work schedule. Failure to be available will subject the employee to disciplinary action.

13.4 All injury leaves shall terminate when the physician appointed by the City reports in writing that the employee is fit for duty.

13.5 An employee will be removed from injury leave and charged sick leave:

- a) If the employee fails to report for a scheduled doctor's appointment.
- b) If in the opinion of the attending physician the employee is able to return to light duty and fails to do so.

13.6 In the event the employee contends that he is entitled to a period of disability beyond the period established by the treating physician, or a physician employed by the City or its insurance carrier, then, and in that event, the burden shall be upon the employee to establish such additional period of disability by obtaining a judgement in the Division of Workers' Compensation establishing such further period of disability and such findings by the Division of Workers' Compensation or the final decision of the last reviewing court shall be binding upon the parties.

ARTICLE XIV - SICK LEAVE/RETIREMENT LEAVE

14.1 Fifteen (15) sick days per year accumulated as covered under Civil Service. Each sick day shall be computed and valued as one eight (8) hour leave period.

14.2 A person absent because of sickness for more than one (1) day will be required to submit a licensed doctor's certificate.

14.3 Sick leave with pay will not be allowed under the following conditions:

- a) If the employee, when under medical care, fails to carry out the order of the attending physician.
- b) If, in the opinion of the City physician, the employee is ill or disabled because of self-inflicted wounds, intoxication or the use of habit forming drugs.
- c) Sick leave shall not be allowed for such things as ordinary dental care or for non-medical professional services.
- d) More than one (1) work day sick without a doctor's certification.

14.4 Upon retirement after twenty-five (25) years of service in the employ of the City, or upon a disability retirement, an employee shall receive as terminal leave one hundred (100%) percent of salary of the accumulated sick leave. There shall be no limitation on the maximum payment.

14.5 If an employee dies while actively employed, his estate shall receive the applicable retirement leave benefit outlined in this Article.

14.6 On retirement, pursuant to the provisions of the contract, the accumulated sick leave payment shall be computed at 1/260th of the final annual salary. For purposes of computation, final annual salary shall be the base salary plus longevity pay.

14.7 The provisions of 14.4 shall not be applicable to employees hired from and after the execution date of this contract. In the case of each such employee, he shall be entitled to 75% of his unused sick leave if he retires after twenty-five (25) years of service, except in the case of disability retirement wherein a minimum number of years of service shall not be required. The maximum amount to which any such employee shall be entitled under the provisions of this paragraph shall not exceed fifty percent (50%) of final annual salary as defined in 14.6 above.

14.8 The City of Hackensack may, at its sole discretion, buy back a portion of the accrued unused sick days of any employee who meets all of the following criteria:

1. 25 years or more of creditable service in his/her respective pension.
2. Age 55 or older.
3. 100 or more accrued unused sick days.
4. Hired before the execution date of the 1985-87 contract.

14.9 The City shall not buy back days so as to deplete the employee's accrual of sick days below the level of 100 days on the date of buy back.

14.10 The employee shall have the right to refuse the decision of the City to buy back a portion of his/her sick days.

ARTICLE XV - HOSPITALIZATION/DENTAL INSURANCE

15.1 All members covered by this Agreement and eligible members of their families shall be entitled to the following coverage:

1. Hospitalization, Major Medical and Rider "J" or its equivalent.
2. Hospitalization coverage for all member retirees, with 25 or more years of service credit, and eligible members of their families to commence at age fifty-five (55) until such time as he becomes eligible for Medicare.
3. Employees who are forced to submit for an ordinary disability pension must have been on the force ten (10) or more years to be eligible for this benefit, except for accidental disability pension which has no requisite time requirement.

15.2 At age sixty-five (65), coverage to be for employees' (not spouse or eligible members of their family) Medicare only.

1. Each retiree shall be responsible to notify the City when he becomes age sixty-five (65) for the inclusion in the subject insurance coverage.

15.3 Effective January 1, 1985, the City and the Members of the Union shall provide a Dental Benefit Insurance Program during the term of this Agreement sponsored by the Pension Life Insurance Company of America, and administered by C.W. Bollinger Co., together with orthodontic coverage not to exceed \$800 per year per patient, subject to the following conditions:

- a. The City shall pay the lesser of 50% of the enrollee's annual premium or \$150.00 (pro rata for mid-year enrollees) and the enrollee shall pay the balance through periodic payroll deductions.
- b. It is understood and agreed that no employee shall be obligated to participate in said program. Once enrolled, at the inception of the program or subsequently at future bi-annual enrollment dates, an employee may voluntarily terminate his enrollment, however, re-enrollment at a later date during continuous employment with the City will be denied.

- c. Part-time and seasonal employees shall not be eligible for this insurance.
- d. Nothing contained herein shall preclude the City from self-insuring this benefit or assigning same to another insurance company provided however that the coverage provided by such change shall not be substantially different from that previously enjoyed.
- e. The City's contribution as hererin above set forth shall continue for as long as the enrolled employee continues to be employed by the City and receives a bi-weekly pay check.
- f. Once enrolled, the employee may not voluntarily change his or her enrollment status (i.e. single, husband and wife, parent and child, family) unless the change is as a result of a bonafide status change (i.e. birth, marriage, death, divorce, adoption, emancipation of dependent child).
- g. All enrollees shall pay their share of the monthly premium via payroll deductions which shall be withheld and paid one month in advance of coverage.

ARTICLE XVI - DEATH LEAVE/PERSONAL DAY

16.1 In the event of a death occurring in the "immediate family" of a member of the Department, the member shall be granted two (2) calendar days off without loss of pay or loss of any of his accumulated sick leave in accordance with 16.2

16.2 At the option of the employee, who shall give advance notice to the Fire Chief, the two (2) calendar days off with pay shall be the day of the funeral and either the day before or the day after the funeral.

16.3 "Immediate family" shall be defined to include: wife, children, mother, father, brother, sister, grandparents or grandchildren and all direct and related in-laws of the employee.

16.4 One (1) personal day off with pay shall be granted to all members of the bargaining unit to be used within that calendar year.

- a. This personal day shall be requested, in writing, seventy-two (72) hours in advance, and approved by the Fire Chief. This day shall not be used before or after a scheduled vacation period or a legal holiday as defined by the State of New Jersey.
- b. A first year employee shall be eligible for this benefit only upon completion of the probationary period.

ARTICLE XVII - FAILURE TO ANSWER RECALL

17.1 Response time for members on recall shall be one and one-half (1½) minutes for each mile he resides from fire headquarters. All members shall be allotted a minimum of thirty (30) minutes from notification, as set forth below, to respond.

17.2 Members on recall who leave their residence shall be allotted the same time to respond as they would have been entitled to if they remained at their residence.

17.3 Notification shall mean activation of the beeper paging system. Personal notification or attempted notification at telephone number provided to the Department by the E.M.T. for recall purposes shall be in accordance with Article 22.8.

17.4 Members who fail to report for recall in accordance with the provisions of the Article, shall be subject to disciplinary action.

ARTICLE XVIII - GRIEVANCE PROCEDURE

18.1 The purpose of the grievance procedure shall be to settle all grievances between the City and the Union as quickly as possible, so as to insure efficiency and promote employees' morale.

18.2 A grievance shall be defined to mean an alleged violation by an employee, group of employees, or the Union or by the City of any provision of this Agreement.

18.3 No settlement of a grievance presented by an employee shall contravene the provisions of this Agreement.

- 18.4
- a. The matter shall first be discussed orally with the employee's immediate supervisor within eight (8) days of occurrence giving rise to the grievance. If such discussion does not resolve the grievance, it may be processed to the next step.
 - b. Within eight (8) days, exclusive of Saturday and Sunday, from receiving a final answer from the employee's immediate supervisor, the grievance shall be presented in writing, to the Department Head who shall arrange for such meetings and make such investigations as are necessary to give his answer in writing within eight (8) days, exclusive Saturdays and Sundays, of the receipt of the grievance. If this answer does not resolve the grievance, it may be processed to the next step.
 - c. Within eight (8) days, exclusive of Saturdays and Sundays, of the transmittal of the written answer by the Department Head, either party may then request a hearing before the City Manager in accordance with the rules and regulations of the Fire Department and Civil Service regulations. Either party may appeal the City Manager's ruling to the Civil Service Commission or the Public Employment Relations Commission to provide arbitration service, or submit the grievance to the arbitration panel established by the Governor under the provisions of P.L. 1968, c.303 New Jersey Employer-Employee Relations Act. The authority of the arbitrator shall be limited to the interpretation and application of this Agreement. He shall have no right to add to or subtract from the Agreement.

The decision of the arbitrator shall be final and binding on both parties. Any expenses incidental to arbitration shall be borne by the party losing the appeal.

ARTICLE XIX - WORKING RULES

19.1 This Agreement is not to conflict with the rules and regulations governing the City or specifications of the Department of Civil Service. Civil Service specifications shall prevail for all positions.

ARTICLE XX - LABOR REQUIREMENTS

20.1 As covered in the rules and regulations of the City Fire Department.

ARTICLE XXI - PROTECTION OF PROPERTY AND EQUIPMENT

21.1 It shall be the responsibility of any employee having custody of any equipment and property to see that it is properly cared for, kept clean and returned to its place of storage in accordance with the Fire Department rules and regulations.

ARTICLE XXII - RECALL AND BEEPER SYSTEM

22.1 All E.M.T.s shall be subject to recall.

22.2 When recalled, members shall be guaranteed a minimum of two (2) hours work which shall be paid at the time and one-half rate.

22.3 Effective upon contract execution, the City shall proceed to purchase and supply each unit member with a beeper and charger for recall.

22.4 The employee shall be responsible for the cost of repair, maintenance and replacement of this equipment which shall be the employee's property, unless the employee terminates his/her employment with the City as an E.M.T. within five (5) years after receipt of the beeper. In such cases the beeper and charges shall be returned to the City.

22.5 The repair, maintenance and replacement cost shall be considered as part of the existing clothing allowance.

22.6 The City shall retain sole discretion over equipment design and modification. In the event the City changes the transmitting or receiving equipment such that it is not compatible (i.e. unable to receive) with the employee's equipment, then the City shall replace or modify the employee's equipment at the City's cost. All replacement equipment shall conform with the most current specifications to insure compatibility and proper system operation.

22.7 All members on recall shall be responsible to tone-test their beepers to insure that each beeper is receiving a transmission from Fire Headquarters, which test signal will be transmitted daily at 0900 and 1900 hours.

22.8 If for any reason a member on recall is unable to receive a recall notification via his beeper, he shall notify Fire Headquarters immediately and shall be available to receive notification via telephone.

ARTICLE XXIII - DUES DEDUCTIONS/AGENCY SHOP

23.1 The City shall deduct Union dues in accordance with State Statutes.

23.2 Any employee in the bargaining unit on the effective date of this Agreement who does not join the Union within thirty (30) days thereafter, any new employee who does not join within thirty (30) days of initial employment within the unit, and any employee previously employed within the unit who does not join within ten (10) days or re-entry into employment with the unit shall, as a condition of employment, pay a representation fee to the Union by automatic payroll deduction. The representation fee shall be in an amount equal to eighty-five (85%) percent of the regular Union membership dues, fees, and assessments as certified to the employer by the Union. The Union may revise its certification of the amount of the representation fee at any time to reflect changes in the regular Union membership dues, fees and assessments. The Union's entitlement to the representation fee shall continue beyond the termination date of this Agreement so long as the Union remains the majority representative of the employees in the unit, provided that no modification is made in this provision by a successor agreement between the Union and the employer.

23.3 The Union agrees that it will indemnify and save harmless the City against any and all actions, claims, demands, losses or expenses (including reasonable attorneys' fees) in any matter resulting from action taken by the City at the request of the Union under this Article.

ARTICLE XXIV - OVERTIME AND RECALL

24.1 Overtime, which shall be defined as hours worked in excess of the regular daily assigned hours (12 hour workday), shall be compensated at time and one-half. Such hours shall be computed to the nearest quarter ($\frac{1}{4}$) hour and shall become applicable only after the first quarter ($\frac{1}{4}$) hour of work.

ARTICLE XXV - MANAGEMENT RIGHTS

25.1 Management Rights

- a. The Union recognizes that the City may not, by agreement, delegate authority and responsibility which by law are imposed upon and lodged with the City.
- b. The City reserves to itself sole jurisdiction and authority over matters of policy and retains the right, in accordance with the laws of the State of New Jersey and the rulings of the State Civil Service Commission to do the following:
 1. To direct employees of the City.
 2. To hire, assign, promote, transfer and retain employees covered by this Agreement with the City or to suspend, demote, discharge, or take disciplinary action against employees.
 3. To make work assignments, work and shift schedules, including overtime assignments.
 4. To relieve employees from duties because of lack of work, or other legitimate reasons.
 5. To maintain the efficiency of the City operations entrusted to them.
 6. To determine the methods, means and personnel by which such operations are to be conducted.

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ARTICLE 26 - UNION ACTIVITIES

26.1 The IAFF's President or his designated non-E.M.T. representative shall be given time off with pay for attendance at unfair practice proceedings and for the processing of grievances, including arbitration. The President and the negotiating committee* shall be given time off with pay for collective bargaining meetings, inclusive of arbitration, provided that this time off is with the Fire Chief's permission and does not adversely affect the safe and efficient delivery of emergency medical services.

*one (1) E.M.t. and one (1) Fire Fighter

26.2 The City shall permit membership meetings of the Union on the secnd Tuesday of each month commencing at 2000 hours at Fire Headquarters. At the beginning of each year the Union shall advise the Department Head of the meetings scheduled for that year.

ARTICLE XXVII - OUT-OF-JOB DESCRIPTION WORK

27.1 Employees covered by this Agreement shall not be compelled to perform out-of-job description work as defined by the Civil Service Commission.

ARTICLE XXIII- PERSONNEL FILES

28.1 A personnel file shall be established and maintained for each employee covered by this Agreement. Such files are confidential records and shall be maintained in the office of the Department Head, and may be used for evaluation purposes.

28.2 Upon advance notice and at reasonable times, any employee may review his personnel file. However, this appointment for review must be made through the Department Head or his designated representative at times mutually convenient.

28.3 Whenever a written complaint concerning an E.M.T. or his actions is to be placed in his personnel file, a copy shall be made available to him and he shall be given the opportunity to rebut it if he so desires, and he shall be permitted to place said rebuttal in his file. When the employee is given a copy of the complaint, the identification of the complainant shall be excised. However, if any disciplinary action is taken based on any complaint, then the employee shall be furnished with all known details of the complaint, including the identity of the complainant.

28.4 All personnel files will be carefully maintained and safeguarded permanently, and nothing placed in any file shall be removed therefrom. Removal of any material from a personnel file by any member of the Union shall subject that member to appropriate disciplinary action.

ARTICLE XXIV - MISCELLANEOUS

29.1 The City recognizes the principal that the Union and the City are equal partners and have equal rights in the collective bargaining process. The City agrees not to discriminate against anyone because of his activities on behalf of the Union.

ARTICLE 31 - DURATION

31.1 Except as this Agreement shall otherwise provide, it shall become effective upon passage by the City Council of the City of Hackensack and shall commence January 1, 1988, and continue in effect until December 31, 1991. This Agreement shall continue in full force and effect until superseded by another Agreement provided both sides mutually agree.

31.2 This Agreement contains the full and entire understanding of the parties in its full and final settlement of all wages and terms and conditions of employment.

31.3 The parties agree that the Union shall be supplied with a reasonable number of copies of this Agreement.

HACKENSACK FIRE FIGHTERS

ASSOCIATION LOCAL 2081A

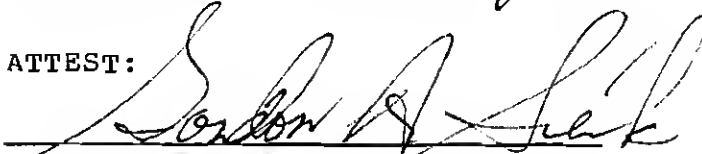
A.F.L. - C.I.O.


PRESIDENT


SECRETARY

EMPLOYEE REPRESENTATIVE

ATTEST:



CITY OF HACKENSACK


MAYOR


CITY MANAGER


CITY CLERK

ATTEST:

APPENDIX A
BASE SALARIES

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<u>E.M.T.</u>	<u>Effective</u> <u>1/01/88</u>	<u>Effective</u> <u>1/01/89</u>	<u>Effective</u> <u>1/01/90</u>	<u>Effective</u> <u>1/01/91</u>
Step 4	\$20,000	\$21,500	\$23,300	\$25,048
Step 3	\$18,333	\$19,333	\$20,333	\$21,644
Step 2	\$16,333	\$17,666	\$18,666	\$19,540
Step 1	\$15,000	\$16,000	\$17,000	\$18,000